But this is the rule only where there is no domestic administrator, or he is appointed after the debt is paid, or at least after suit is brought by the domiciliary administrator. *Wilkins* v. *Ellet*, 108 U. S. 256, 2 Sup. Ct 641, 27 L. Ed. 718; *Bull* v. *Fuller*, 78 Ia. 20, 42 N. W Rep. 572, 16 Am. St. Rep. 419; *National Bank* v. *Sharp*, 53 Md. 521; *Greenwalt* v. *Bastian*, 10 Kan. App. 101, 61 P. Rep. 513; *Thorman* v. *Broderick*, 52 La. Ann. 1298, 27 So. Rep. 735. Where there is a domestic administrator payment to a foreign administrator according to the following cases is no discharge. *Equitable Life Assurance Soc.* v. *Vogel*, 76 Ala. 441, 52 Am. Rep. 344; *Walker* v. *Welker*, 55 Ill. App. 118; *Amsden* v. *Danielson*, 18 R. I. 787, 35 A. Rep. 70; *Murphy* v. *Crouse*, 135 Cal. 14, 66 P. Rep. 971; and *Stone* v. *Scripture*, 4 Lans. (N. Y) 186. This last case is directly in point, from the same state as the principal case, is decided just the other way, cites authorities and gives the following reason for its action,—"an administrator having been appointed in this state who was authorized to receive and discharge the mortgage, the foreign administrator had no lawful right to discharge it." In the principal case the domestic administrator did nothing until after the bank had paid the debt, and the court seemed to reason from the equities of the case that his delay in acting put him in the same position as if he had not been appointed until after the debt was paid, although the court does not say so. The court proceeds to say that the appointment being of record in the surrogate's office was no notice because to make it such would be embarrassing to creditors. Aside from the question of notice which was not considered by the cases above enumerated, the fact that the opinion cites absolutely no authorites to support it on the point in dispute and that authorities to the contrary are numerous leads us to doubt the correctness of the decision.

HIGHWAY—LICENSE—DEFECTIVE BRIDGE—LIABILITY OF OWNER.—Several years prior to April, 1902, the public had been permitted to travel over land belonging to the defendant without objection on its part. On the day named the plaintiff was riding his mule over the land, and coming to a bridge which had been built over a small bayou, he started to cross upon the bridge, but it careened, having been negligently constructed, thus throwing mule and rider into the bayou, injuring both severely. In this action brought to recover for his injuries, also for the price of his mule, *Held*, plaintiff could recover. *Lawson* v. *Shreveport Waterworks Company* (1903), —La. —, 35 So. Rep. 390.

The main question in this case is what duty did the company owe to persons traveling over this land? The public were given an implied invitation to use this way, and the licensor assumes the obligation of seeing that the premises are in a reasonably safe condition. COOLEY ON TORTS, 604-607; *Bennett* v. *R. R. Co.*, 102 U. S. 577. If plaintiff had been traveling over this land, having business with the owner, there is no doubt that defendant would have been liable in this action; but he was simply passing along the way by permission, and the following authorities hold that no duty was owed by the defendant to see that the bridge was in a reasonably safe condition: *Carleton* v. *Franconia Iron and Steel Co.*, 99 Mass. 216; *Sweeney* v. *R. R. Co.*, 10 Allen (Mass.) 368; *R. R. Co*, v. *Bingham*, 29 Ohio St. 364; *Hounsell* v. *Smith*, 7 C. B. N. S. 731; *Gillis* v. *R. R. Co.*, 59 Pa. 129: WHARTON ON NEGLIGENCE, §§ 821-822.

HUSBAND AND WIFE—BILLS AND NOTES—INTERMARRIAGE OF PARTIES.—Defendant in this suit gave his promissory note to Rosa B. Shepardson for money she had loaned him. A few months afterward the parties were married and that relation has existed ever since. The note in suit belongs to the wife, demand had been made and note was overdue when this suit was